



**AMERICAN SEATING BRAND SYSTEMS  
FURNITURE ADD-ON AND ASSOCIATED  
RECONFIGURATION SERVICES**

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**NON-MANDATORY FOR STATE AGENCIES**

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**NON-MANDATORY FOR POLITICAL  
SUBDIVISIONS**

**Term:** July 1, 2009 through June 30, 2011  
**Renewals Remaining:** One (1), two-year renewal option

The Division of General Services has established this contract for the purchase, delivery, and installation of American Seating brand systems furniture components on an as-needed basis within the State of Alaska.

**Contract Award # 2008-9900-7208**

Capital Office Systems  
5312 Commercial Blvd.  
Juneau, AK 99801

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**CONTRACT INTENT:** This is a non-mandatory use contract for the purchase of American Seating brand systems furniture components for the sole purpose of adding to existing configurations and associated reconfiguration services, on an as-needed basis for all Executive Branch Departments of the State of Alaska. This contract also includes the purchase of American Seating brand systems furniture components in order to standardize décor within an agency or office as determined by the State. This contract is intended for add-on's only when switching to another brand would result in undue hardship for the agency.

Orders resulting from this contract must be preceded by a brand specific determination to the file per 2 AAC 12.100. In this determination, the procurement officer must state the specific reasons why only this particular brand of systems furniture will meet their agency's needs.

All other State of Alaska governmental entities may, at their option, purchase from this contract. Other State of Alaska governmental entities may include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs and school districts.

**Pricing is based on below discount(s) offered from the manufacturer's most current suggested retail price list:**

<b><u>Total Order Value</u></b>	<b><u>Less than \$10,000</u></b>	<b><u>\$10,001 - \$100,000</u></b>	<b><u>Greater than \$100,000</u></b>
American Seating Furniture	35%	40%	Negotiable%

<b><u>Associated Services</u></b>	<b><u>Hourly Rate</u></b>
Installation Services	\$43
Reconfiguration Services	\$43
Design, CAD, and Layout Services	\$65

**NOTE:** For all associated service requests outside of Southeast Alaska, or outside of a 50 mile radius of Anchorage or Fairbanks, the requesting agency will be responsible for reimbursing the contractor for travel and per diem expenses in addition to the total charge of the specific associated services.

Travel and per diem expenses will be limited to established State of Alaska, or ordering agency, travel and per diem rates and policies in effect at the time of travel. The contractor is required to use the least expensive means of transportation available when traveling in the local area where the service is to be done. For example, if renting a car costs \$100 a day and required trips in a taxi would cost \$50, the contractor must use a taxi. Agencies and contractors should make every effort to work together in the attempt to keep additional travel and per diem expenses to a minimum.

**SHIPPING DAMAGE:** The State will not be expected to accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**PRICE ADJUSTMENTS:** The discount percent shall remain firm for the life of the contract. All pricing will be based on the price list in effect at the time the order is placed with the contractor.

**PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause will be considered in breach of contract.

**DELIVERY:** Delivery is required within 60 days of order placement.

**F.O.B. POINT:** The F.O.B. point for items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of, and title to, the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

The cost of shipping and delivery to Southeast Alaska (defined as the area south of Skagway, and including Skagway, within the State borders), or within a 50 mile radius of Anchorage or Fairbanks is to be included in the price discount offered. There will be no additional charges for shipping and delivery within those areas.

For deliveries in all other areas of the State, the shipping and delivery charges from Southeast, Anchorage, or Fairbanks (which ever point is nearest to the final destination) will be prepaid by the contractor and charged-back to the State as a separate item on the State's invoice. The mode of shipment will be selected by the ordering agency. Shipping charges in excess of \$25 must be supported by a bill of lading or other proof of charges paid. Collect shipments will be refused.

**DESIGN SERVICES:** The State reserves the right to use an independent consultant for design services relating to this contract, should they choose to. If an agency submits order-ready design/cad/layout specifications and parts list, the contractor may not charge for additional design services.

**INVOICES:** Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**CREDIT CARDS:** The Contractor shall accept the State's credit card, currently a Visa, as a payment option for orders placed under this contract. Additional fees for use of a credit card shall not be added to the contract price.

**THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

**PACKAGING:** The cost of all packaging must be included in the solicitation price. All packaging must be new and suitable for shipment and short term warehouse storage.

**WARRANTY:** The contractor warrants the components for a minimum of 10 years, electrical systems for a minimum of 5 years, height and operating adjustments mechanisms for a minimum of 3 years, materials and workmanship for a minimum of 5 years, and fabric and veneer for a minimum of 3 years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including transportation and installation costs, to the State agency.

**OBSOLESCENCE:** The contractor must guarantee that the basic panels and components will continue to be available for at least seven years from the date of the purchase.

If you have questions regarding this contract that are not addressed in this document, please contact the contracting officer listed below.

**Jason Grove**  
**Contracting Officer**  
**State of Alaska**  
**(907) 465-5679**  
[jason.grove@alaska.gov](mailto:jason.grove@alaska.gov)